

COMPATIBLE SURFACE USE AGREEMENT

THIS COMPATIBLE SURFACE USE AGREEMENT ("Agreement") is effective this 10th day of May, 2011, by and among ENCANA OIL & GAS (USA) INC. ("EnCana") with an address of 370 17th Street, Suite 1700, Denver, Colorado 80202, ANADARKO E&P COMPANY LP ("Anadarko E&P"), formerly known as Union Pacific Resources Company, ANADARKO LAND CORP. ("Anadarko Land"), formerly known as Union Pacific Land Resources Corporation (together the "Anadarko Entities"), both with an address of Post Office Box 1330, Houston, Texas 77251-1330 (the Anadarko Entities and EnCana are referred to hereinafter together as the "Oil Companies"); KERR-McGEE GATHERING LLC ("KMGG"), an affiliate of the Anadarko Entities, for the limited purposes described herein, with an address of 1099 18th Street, Suite 1800, Denver, Colorado 80202 and JOHNSON DEVELOPMENT COMPANY, INC. ("Surface Owner"), a Colorado corporation, with an address of 4380 South Syracuse Street, Suite 510, Denver, Colorado 80237 and the TOWN OF ERIE ("Town"), a municipal corporation of the State of Colorado, with an address of 645 Holbrook, Erie, Colorado 80516. A reference herein to an "Oil Company" or "Oil Companies" shall be a reference to whichever of them has the right at the time to drill and operate wells on the applicable portion of the Property as hereinafter described.

A. Surface Owner owns the surface estate for approximately 33.35 acres in the W/2SE/4 of Section 13, Township 1 North, Range 69 West, Boulder County, Colorado, which is hereinafter referred to as the "SE/4 Property" and more specifically depicted as "Tract C," "Tract D," and "Tract E," in the attached Exhibit 1.

B. Surface Owner also owns the surface estate for approximately 37.75 acres in the SE/4SW/4 of Section 13, Township 1 North, Range 69 West, Boulder County, Colorado, which is hereinafter referred to as the "SW/4 Property" and more specifically depicted in the attached Exhibit 1 as "Canyon Creek Filing 7."

C. The Town owns or will acquire from Surface Owner a parcel of property in the NW/4SE/4 of Section 13, Township 1 North, Range 69 West, Boulder County, Colorado, consisting of approximately 10.10 acres, and more specifically depicted as the "Town of Erie Detention Pond Easement" and Tract A in the attached Exhibit 1 and hereinafter referred to as the "Town Property."

D. The SE/4 Property, the SW/4 Property, and the Town Property are referred to hereinafter together as the "Property."

E. Surface Owner has filed an application with the Town for the approval of a preliminary plat for a residential subdivision to be constructed on portions of the Property.

F. The Anadarko Entities own certain minerals that underlie the SE/4 Property and the Town Property, such that Anadarko Land owns the coal rights under a certain portion of the property and the Anadarko Entities together own all of the minerals under another portion of such property.

G. Surface Owner and the Town own the oil and gas interests and other mineral interests, except for the coal, for 20.00 acres in the SE/4 of Section 13 as more specifically depicted as Tract E and Tract F in Exhibit 1 and described as the “JDC Mineral Ownership” and the “Erie Mineral Ownership” areas.

H. EnCana owns oil and gas leasehold interests in the SE/4 Property, the SW/4 Property and the Town Property, and EnCana also owns pipelines and easements that cross the SW/4 Property, as depicted on Exhibit 2.

I. KMGG owns pipelines and easements that cross the SW/4 Property and may install additional pipelines on the Property in the future, and Surface Owner and KMGG expect that certain of such pipelines and easements may be the subject of a separate pipeline relocation agreement that includes the abandonment of certain pipelines and easements and proposed locations for additional pipelines and easements on both the SW/4 Property and the SE/4 Property.

J. Current Colorado Oil and Gas Conservation Commission (“COGCC”) rules and regulations allow the owners and/or lessees of the oil and gas for the Property to locate oil and/or gas wells in five drilling windows in a quarter section, one in approximately the center of each quarter quarter section in a 400 foot by 400 foot window and one in the center of the quarter section in an 800 foot by 800 foot window.

K. The parties enter into this Agreement to provide for the coexistence and joint development of the surface estate and the oil and gas estate for the Property and to delineate the process with which they shall comply with respect to the development of the two estates.

L. This Agreement is limited to the compatible development of the surface estate and the oil and gas estate for the Property; it does not in any respect apply to the minerals other than the oil, gas and associated liquid hydrocarbons or the coal owned by Anadarko Land in a portion of the SE/4 Property which are addressed in a separate Agreement Concerning Certain Mineral Rights between Anadarko Land and Surface Owner.

NOW THEREFORE, in consideration of the covenants and mutual promises set forth in this Agreement, including in the recitals, the parties agree as follows:

1. **Oil and Gas Operations Area.**

a. The Oil Companies agree that they shall drill and/or operate oil and/or gas wells only within “Tract C” as identified on Exhibits 1 and 2A and hereinafter referred to as the “Oil and Gas Operations Area.” Operations and uses within the Oil and Gas Operations Area include, but are not limited to, drilling, completion, and maintenance of wells and equipment, production operations, workovers, well recompletions and deepenings, fracturing, refracturing, twinning, and drilling of replacement wells and the location of associated oil and gas production and drilling equipment and facilities.

b. The Oil and Gas Operations Area shall include the area within Tract C which is in the shape of an oval that is approximately 390 feet by 400 feet, consisting of 3.48 acres, and labeled “Oil and Gas Operations Area” as depicted on Exhibit 2A, and also the exterior fifty (50) foot buffer zone around the Oil and Gas Operations Area depicted on the Exhibit.

c. The Oil Companies shall continue to have the right to drill more than one well with attendant facilities within the Oil and Gas Operations Area and to deepen, recomplate or twin any well that is drilled or has been drilled, as well as to drill directional and horizontal wells that produce from and drain the Property or lands other than the Property. The depiction of specific wells and production facilities on exhibits to this Agreement does not in any way limit the number of wells and production facilities to be located within the Oil and Gas Operations Area, so long as such wells are drilled and facilities located within the Oil and Gas Operation Area, and the wells are drilled in accordance with COGCC orders or rules and regulations.

d. Except for: i) the creation of a lot line by the Town in the future where the detention pond easement intersects the buffer area and which is depicted on Exhibit 2A as Tract A; ii) the portion of the detention pond that is operated by the Town that encroaches within the northeast corner of the buffer area of the Oil and Gas Operations Area as depicted on Exhibit 2A; and iii) soft or hard surface trails, roads and parking lots, which shall be specifically allowed in the buffer area of the Oil and Gas Operations Area only, Surface Owner and the Town shall not plat any property lines within the Oil and Gas Operations Area or buffer area, and no temporary or permanent building or other structure or improvement shall be located by Surface Owner or the Town within the Oil and Gas Operations Area or buffer area; provided, however, the Oil Companies shall in no event be liable for damages to the detention pond or trails, roads and parking lots that are caused in whole or in part from their oil and gas operations; provided further, upon fifteen days advance notice from the Oil Companies, Surface Owner and the Town shall restrict public access to the Oil and Gas Operations Area, including the buffer area, during oil and gas operations using heavy equipment. Except as provided herein, the Oil and Gas Operations Area and buffer area shall be for the exclusive use of oil and gas operations and production and for the location of oil and gas wells and associated oil field drilling and production equipment.

e. The Oil Companies shall also have the right to locate, build, repair and maintain tanks, separators, dehydrators, compressors and all other associated oil and gas drilling and production equipment and facilities within the Oil and Gas Operations Area and also flowlines and portions of pipeline easements.

f. The Oil Companies shall not interfere with, modify or grade within the existing detention pond easement as depicted on Exhibits 1 and 2A, and the Town shall not re-grade or modify the detention pond area in any way that interferes with the oil and gas operations contemplated herein.

g. All parties recognize the prior existence of an irrigation ditch across a portion of Tract C for use of downstream property owners.

2. **Access to Oil and Gas Operations Area.**

a. Temporary and permanent access roads to the Oil and Gas Operations Area shall be at the locations depicted on Exhibit 2. Temporary access shall be north and south between the half section line as depicted on the Exhibit as Jasper Road, and permanent access shall be from the north on Jasper Road at such time as the north portion of Jasper Road is constructed and available for use by the Oil Companies.

b. Access to the Oil and Gas Operations Area over and through the Property may be relocated by mutual agreement of Surface Owner and/or the Town, as applicable, and the Oil Companies; provided however, all costs and expenses of such relocations shall be borne by the party which requests them.

c. Surface Owner shall provide access to the Oil and Gas Operations Area at all times both before and following the construction of the permanent access road. No party shall unreasonably interfere with the use by the other of an access road consistent with this Agreement.

d. Surface Owner shall keep the portion of the access road located in the future Jasper Road right-of-way that may be jointly used by the Surface Owner and the Oil Companies in good condition and repair until the public road in that location is constructed and dedicated to the Town; provided, however, if one of the Oil Companies causes damage to a portion of a road that is jointly used by both the Oil Companies and Surface Owner or its subdivision occupants and which is constructed to the specifications in Section 2.e.(1), the Oil Companies agree to promptly repair any damage that they cause which is a direct result of their use of the road. Surface Owner has no obligation to construct or maintain any portion of Jasper Road until the Town and Surface Owner agree that it is necessary.

e. **Construction and Width of Access Roads.**

(1) The portion of Jasper Road that is jointly used by the Oil Companies and Surface Owner shall be thirty (30) feet or more in width. At the time Surface Owner constructs or improves Jasper Road in connection with its surface development, the road shall be constructed so as to withstand the weight of oilfield equipment; specifically, Surface Owner shall construct such portion of Jasper Road so that it can be used to withstand the weight of 104,000 pounds and 26,000 pounds per axle.

(2) Access roads or portions of access roads that are used exclusively by the Oil Companies shall be generally thirty (30) feet or more in width, and the Oil Companies shall install and maintain them to those state and local standards that apply to oil and gas operations.

f. If Surface Owner proposes to construct roads that will cross over pipelines that are then installed on the Property, Surface Owner shall pay the applicable Oil Company the reasonable costs to have the Oil Company sleeve the portions of the pipelines that are to be crossed by such roads, if the Oil Company desires to sleeve the pipelines and requests, in

writing, that the costs be paid, such payment to be made in advance of the work. Surface Owner shall not install the portion of the road that crosses a pipeline until the pipeline has been sleeved.

g. Surface Owner shall obtain and pay the costs to obtain from the local jurisdiction, as necessary, permits for two curb cuts. One of the two locations for a curb cut is shown on Exhibit 2 and is agreed upon by the Town, Surface Owner and the Oil Companies. The location for the second curb cut shall be at the location agreed to among the parties at the time Surface Owner begins construction of Jasper Road in the south portion of the Property. Said curb cuts shall be forty (40) feet in width.

3. **Pipelines, Flowlines and Pipeline Easements.**

a. Flowlines and pipeline easements shall be at the locations depicted on Exhibit 2.

b. Pipeline Relocations.

(1) Locations of pipelines, flowlines and such easements may be relocated pursuant to a separate relocation agreement to be entered into among the appropriate parties and by mutual agreement of Surface Owner and/or the Town, as applicable, and the Oil Companies; provided, however, all costs and expenses of such relocations shall be borne by the party which requests the relocation. In the event that Surface Owner or the Town, as applicable, requests the relocation of a pipeline or flowline, the applicable Oil Company shall provide Surface Owner or the Town, as applicable, with a written estimate of the relocation costs which Surface Owner or the Town shall thereafter promptly remit to the Oil Company. The payment shall be adjusted up or down upon completion of the work, after an itemized statement is provided to the party requesting the relocation.

(2) At the present time the parties anticipate the relocation of certain pipelines owned by EnCana and KMGG as depicted on the attached Exhibit 2. Surface Owner and KMGG agree that with respect to the relocation of any KMGG pipeline, they will enter into a pipeline relocation agreement generally in the form attached as Exhibit 4.

c. Pipeline easements shall be fifty (50) feet in width during construction activities and thirty (30) feet in width for all operations, maintenance and transportation activities. Flowline easements shall be thirty (30) feet in width for all operations. For those portions of the pipeline easements that are adjacent to the access road, the pipeline easement and access road together shall be seventy (70) feet during pipeline construction activities and may be reduced to fifty (50) feet following such construction, such that twenty (20) feet shall at all times be available for use for access.

d. Pipeline and flowline easements shall be for the exclusive use of oil and gas production operations; provided, however, the easements may be shared by the Oil Companies and their lessees, assignees of lessees and successors and assigns. The Oil Companies understand

that a portion of the pipeline easement may be shared by them in the area depicted and identified on Exhibit 2 as the “Proposed 30 foot Gas Pipeline Easement.”

e. Surface Owner reserves the right to cross the pipeline easements at approximately right angles, and Surface Owner shall also have the right to install and maintain easements that are adjacent to, but not within the easements identified herein, for utility lines, including those for water, gas, sewer, electric, telephone, cable, television, and fiber optic and other pipelines; provided, however; i) any new underground facilities which travel along a pipeline easement identified herein shall be located a distance horizontally of at least ten (10) feet from parallel existing pipelines; ii) any new underground facilities shall have at least twenty-four (24) inches of vertical clearance between such new facility and a pipeline provided for herein; and iii) any overhead power lines shall be at least twenty (20) feet above the ground. Surface Owner may install non-permanent soft surface trails that meander over and across pipeline easements, and it also may install paved surface trails, but only that cross the pipeline easement at generally right angles; provided, however, the Oil Companies shall in no event be liable for damages to the trails (both hard and soft surface) that are caused in whole or in part by their oil and gas operations.

f. Surface Owner shall grant the pipeline easements (for production from the Property and/or other lands) to the Oil Companies at the time the Oil Companies request them and at no cost to the Oil Companies, and, with respect to pipelines to be operated by KMGG, in the form attached hereto as Exhibit 3.

g. Surface Owner acknowledges that it has received a copy of a document from the Anadarko Entities titled “General Guidelines for Design and Construction Activities On or Near Kerr-McGee Gathering LLC and Kerr-McGee Rocky Mountain Corporation Pipelines and Related Facilities” (Revision 5/2010) with which Surface Owner agrees to comply and which is attached to this Agreement as Exhibit 5.

h. The Oil Companies shall use the area that is thirty (30) feet by thirty (30) feet and depicted on Exhibit 2 as a surface easement to locate receiver equipment connected to their oil and gas operations on the Property.

4. **Subdivision Plat.** Surface Owner shall identify the Oil and Gas Operations Area and all access routes and pipeline easements on its subdivision plats and in all applications for development it files with the Town or other local jurisdiction. The plat shall include restrictions that, except as otherwise provided herein, no property lines or temporary or permanent building, structure or other improvement related to the surface development shall be located, constructed or installed within the Oil and Gas Operations Area. Surface Owner shall record the subdivision plat in the Office of the Clerk and Recorder of Boulder County and provide written evidence to the Oil Companies of the recording.

5. **Waiver of Surface Damage Payments.** Surface Owner and the Town each waive all surface damage payments pursuant to any current or future COGCC or local regulation, state statute, common law or prior agreement for each and every well and related well site that is drilled and located within the Oil and Gas Operations Area and for associated oil and gas equipment and facilities, flowlines, and pipeline easements and access routes. The Oil

Companies or their lessees or their assignees may provide a copy of this Agreement to the COGCC or any local jurisdiction, person or entity or court of law as evidence of this waiver.

6. **Waiver of Setback Requirements.** Surface Owner and the Town each understands and acknowledges that the COGCC has rules and regulations that apply to the distance between a wellhead and public roads, production facilities, building units and surface property lines, among other things. Surface Owner and the Town each hereby waives all setback requirements in COGCC Rule 603, or any successor rule or amendment to the COGCC setback rules, and to any other state or local setback requirements that are or become inconsistent with this Agreement or that would prohibit or interfere with the rights of the Oil Companies to explore for and produce the oil and gas in accordance with this Agreement. Surface Owner and the Town understand that the Oil Companies may cite the waiver in this Section 6 in order to obtain a location exception or variance consistent with this Agreement under COGCC rules or from a local jurisdiction.

7. **Governmental Proceedings.**

a. **Surface Owner Will Not Object.** Surface Owner agrees that it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object. Surface Owner further agrees that it will provide such other written approvals and waivers which are reasonably requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location for a well drilled within the Oil and Gas Operations Area. Surface Owner further waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be attached to a permit to drill the well and hereby waives any rights it has to request a state or local jurisdiction to attach conditions to such permits; provided that, such use of the Property by the Oil Companies is consistent with this Agreement. Surface Owner further consents to the location of multiple wells within the Oil and Gas Operations Area that are greater or less than fifty (50) feet apart so long as all such wells are located within the Oil and Gas Operations Area.

b. **Town Will Not Object.** Subject to the exception set forth below, the Town agrees that: i) it will not object in any forum to the use by the Oil Companies of the surface of the Property consistent with this Agreement and hereby waives any such right to object; ii) it will provide such other written approvals and waivers which are reasonably requested by an Oil Company and consistent with this Agreement, including, but not limited to, all approvals and waivers to drill a well or to conduct oil and gas operations on the Property because of any law or regulation, including any local ordinance and regulations of the COGCC, and including, for example, waivers to state and local setback requirements and to any setback requirements from a surface property line or for an exception location for a well drilled within the Oil and Gas Operations Area; iii) it waives any rights it has to require or request a surface inspection for wells proposed to be drilled on the Property for the purpose of requesting that conditions be

attached to a permit to drill the well and hereby waives any rights it has to request a state or local jurisdiction to attach conditions to such permits; provided that, such use of the Property by the Oil Companies is consistent with this Agreement; and iv) it consents to the location of multiple wells within the Oil and Gas Operations Area that are greater or less than fifty (50) feet apart so long as all such wells are located within the Oil and Gas Operations Area and are consistent with the locations depicted on Exhibit 2. Notwithstanding anything to the contrary contained herein, the Oil Companies understand and acknowledge that they will be required to apply to the Town for approval of a use by special review, site plan review approval, and other approvals that may be required pursuant to Title 10 of the Erie Municipal Code and the Town's Standards and Specifications for Design and Construction of Public Improvements for wells that are drilled pursuant to the Agreement and that such requirements are subject to public hearings and the decision of the Town; provided, however, the parties understand that the Oil Companies are not by law required to comply with any such Town rules and regulations that are in operational conflict with rules and regulations of the COGCC or other state law regulating oil and gas operations.

c. **Oil Companies Will Not Object.** The Oil Companies agree that they will not object to the use by Surface Owner of the surface of the Property or to the sale or development by Surface Owner of all or portions of the Property consistent with this Agreement, and they will not object in any forum to a request by Surface Owner to annex, zone, rezone, plat or re-plat all or any portion of the Property to extent such request is consistent with this Agreement. The Oil Companies further agree that they will provide such other written approvals or waivers which are reasonably requested by Surface Owner in connection with the development of the surface estate in any state or local jurisdiction to the extent such request is consistent with this Agreement.

8. **Notices of Hearings.** Surface Owner shall provide the Oil Companies with written notice not less than thirty (30) days before each hearing for consideration of a plat application or other land use application for the Property or portions of the Property to be held before the Town or other local jurisdiction.

9. **Notice to Homeowners and Builders.** Surface Owner shall furnish all builders and developers which purchase all or any portion of the Property and each person or entity who proposes to enter into a contract to purchase a lot which is adjacent to, or any part of which is within, 350 feet from the Oil and Gas Operations Area or a flowline or pipeline easement, with a plat that shows the locations of the Oil and Gas Operations Area and the flowlines and pipeline easements. In addition, Surface Owner shall provide written notice to all such purchasers that includes the following:

i. they are not purchasing and will not own any rights in the oil, gas and mineral estate in and to the Property;

ii. there may be ongoing oil and gas operations and production within the Oil and Gas Operations Area, pipeline and flowline easements and access routes;

iii. there are likely to be wells drilled and additional oil and gas production facilities constructed and installed within the Oil and Gas Operations Area and additional

flowlines and pipelines constructed and maintained on the Property consistent with this Agreement;

iv. heavy equipment will be used by the Oil Companies from time to time for oil and gas drilling and production operations and such operations may be conducted on a 24-hour basis; and

v. homeowner associations and buyers of individual lots or homes will be subject to and burdened by all of the covenants and waivers made by Surface Owner in this Agreement, including, but not limited to those covenants and waivers: a) prohibiting the location of any temporary or permanent building, structure, or other improvement within the Oil and Gas Operations Area; b) waiving objections to the drilling of wells, the construction of facilities, and the conduct of oil and gas operations on the Property consistent with this Agreement; c) waiving surface damages payments as provided herein; d) granting the easements for pipelines described herein; and e) waiving objections to the setback requirements under the rules of the COGCC or any local jurisdiction consistent with this Agreement, among other things.

10. **Notice of Oil and Gas Operations.** The Oil Companies shall provide the Town or Surface Owner, as applicable, with notice of drilling operations and subsequent well operations in accordance with COGCC rules and regulations.

11. **Impact Mitigation.** Surface Owner shall bear costs to install such noise and visual impact mitigation measures it desires or the Town or other local jurisdiction requires at or around the Oil and Gas Operations Area which are in excess of or in addition to those measures that are required by COGCC regulations for areas that are not high density; provided, however, the operator of the well within the Oil and Gas Operations Area shall have reasonable discretion to veto or protest the types and locations of impact mitigation measures in order to allow for safe oil and gas operations.

12. **Individual Liability of Oil Companies.** Nothing in this Agreement is intended to create a cause of action by any Oil Company against any other Oil Company or to enlarge or diminish any right or interest created by any agreement or lease or assignment of lease between or among the Oil Companies. Nothing in this Agreement creates any leasehold rights or gives any mineral rights to any of the Oil Companies where none exists. The liability of the Oil Companies to perform any obligation hereunder or to comply with any agreement included herein or with any state or local rule or regulation is individual and several and not joint or collective. This Agreement does not create a joint venture or partnership between or among the Oil Companies. The Anadarko Entities shall in no event be liable for the acts or omissions of their lessees or farmoutees or the assignees or contractors and subcontractors of any of them.

13. **Compliance with Common Law and Statutory and Regulatory Requirements.** Surface Owner and the Town each expressly acknowledges that this Agreement satisfies the obligations and requirements of the Oil Companies pursuant to COGCC rules and regulations and Colorado statutes to consult in good faith with Surface Owner and the Town regarding existing and proposed oil and gas operations on the Property. Surface Owner and the Town, on

the one hand, and the Oil Companies, on the other hand, each further expressly acknowledges that this Agreement shall be deemed to be specifically applicable to, and to fully satisfy, the obligations of the Oil Companies and Surface Owner and the Town, as the case may be, to accommodate the use of the surface of the Property by the other, existing and future, and Surface Owner and the Town and the Oil Companies all waive any statutory and common law claims to the contrary, including, but not limited to, any claims pursuant to C.R.S. 34-60-127. Surface Owner assumes no obligations or liability by entering into this Agreement for the reclamation or remediation of existing and future flowlines, pipelines, well sites or production facilities that the Oil Companies construct or install on the Property, except with respect to any liability it may have as an owner of the oil and gas estate for portions of the Property and in its participation in a well or wells or pursuant to a separate pipeline relocation agreement.

14. **Authority to Execute Agreement.** Each party represents that it has the full right and authority to enter into this Agreement with respect to the surface rights, oil and gas interests, or oil and gas leasehold interests it owns in the Property, as applicable.

15. **No Waiver of Rights.** The Oil Companies do not waive the rights they have pursuant to each of their respective oil and gas interests to explore for, drill and produce the oil and gas for the Property or for ingress and egress to the Oil and Gas Operations Area, except as specifically provided in this Agreement. Surface Owner and the Town do not waive any of their rights to the Property, except as specifically provided in this Agreement. Without limiting the foregoing, Surface Owner and the Town, by entering into this Agreement, do not waive or assign any mineral rights it owns in Tract E and Tract F, as applicable.

16. **Successors and Assigns.** This Agreement and all of the covenants in it shall be binding upon the subsequent lessees and assignees of lessees and also the personal representatives, heirs, successors and assigns of all of the parties, and the benefits of this Agreement shall inure to all of them. This Agreement and all of the covenants in it shall be covenants running with the land.

17. **Recording.** The Oil Companies shall record this Agreement with the Clerk and Recorder of Boulder County and provide evidence to Surface Owner and the Town of the recording.

18. **Construction.** The parties have participated jointly in the negotiating and drafting of this Agreement. In the event ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including, without limitation.

19. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

20. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with such laws; however, the remainder of this Agreement shall be in full force and effect. In the event that any part of this Agreement would otherwise be unenforceable or in conflict with applicable laws due to the term or period for which such part is in effect, the term or period for which such part of this Agreement shall be in effect shall be limited to the longest period allowable which does not cause such part to be unenforceable or in conflict with applicable laws.

21. Notices. Any notice or communication required or permitted by this Agreement shall be given in writing either by: i) personal delivery; ii) expedited delivery service with proof of delivery; iii) United States mail, postage prepaid, and registered or certified mail with return receipt requested; or iv) prepaid telecopy or fax, the receipt of which shall be acknowledged, addressed as follows:

Anadarko E&P,
Anadarko Land,
or KMGG: Anadarko Petroleum Corporation
1099 18th Street, Suite 1800
Denver, Colorado 80202

EnCana: EnCana Oil & Gas (USA) Inc.
Attention: DJ Land Group Lead
370 17th Street, Suite 1700
Denver, Colorado 80202

Surface Owner: Johnson Development Company, Inc.
4380 South Syracuse Street, Suite 510
Denver, Colorado 80237

Town: Town of Erie
645 Holbrook
Post Office Box 750
Erie, Colorado 80516
Attn: Town Administrator

Any party may, by written notice as provided in this Section, change the address of the individual to whom delivery of notices shall be made thereafter.

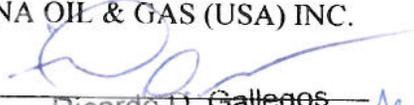
22. Incorporation by Reference. Exhibits 1, 2, 3, 4 and 5 are incorporated into this Agreement by this reference.

23. Entire Agreement. This Agreement sets forth the entire understanding among the parties and supersedes any previous communications, representations or agreements, whether oral or written. No change of any of the terms or conditions herein shall be valid or binding on any party unless in writing and signed by an authorized representative of each party.

24. **Counterpart Executions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and together of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, but to be effective on the date written above.

ENCANA OIL & GAS (USA) INC.

By: 
Name: Ricardo D. Gallegos
Its: Attorney In Fact

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

JOHNSON DEVELOPMENT COMPANY,
INC.

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

TOWN OF ERIE

By: _____
Name: _____
Title: _____

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in Section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Title: _____

24. **Counterpart Executions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and together of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, but to be effective on the date written above.

ENCANA OIL & GAS (USA) INC.

By: _____
Name: _____
Its: _____

ANADARKO E&P COMPANY LP

By: 
Name: David Bell
Its: Agent + Attorney-in-Fact

*MB
TDE*

JOHNSON DEVELOPMENT COMPANY,
INC.

By: _____
Name: _____
Its: _____

ANADARKO LAND CORP.

By: 
Name: David Bell
Its: Agent + Attorney-in-Fact

*MB
TDE*

TOWN OF ERIE

By: _____
Name: _____
Title: _____

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in Section 3.

KERR-McGEE GATHERING LLC

By: 
Name: Ronald N. Olsen
Title: Agent + Attorney-in-Fact

*MB
93*

24. **Counterpart Executions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and together of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, but to be effective on the date written above.

ENCANA OIL & GAS (USA) INC.

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

JOHNSON DEVELOPMENT COMPANY,
INC.

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

TOWN OF ERIE

By: _____
Name: Joseph A. Wilson
Title: Mayor



Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in Section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Title: _____

24. **Counterpart Executions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and together of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by a duly authorized representative on the date set forth in the acknowledgement, but to be effective on the date written above.

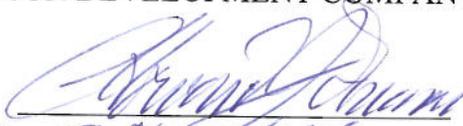
ENCANA OIL & GAS (USA) INC.

By: _____
Name: _____
Its: _____

ANADARKO E&P COMPANY LP

By: _____
Name: _____
Its: _____

JOHNSON DEVELOPMENT COMPANY,
INC.

By: 
Name: C. Howard Spensen
Its: President

ANADARKO LAND CORP.

By: _____
Name: _____
Its: _____

TOWN OF ERIE

By: _____
Name: _____
Title: _____

Kerr-McGee Gathering LLC signs this Agreement as the entity which gathers and may in the future gather gas from wells drilled on the Property or on lands near the Property and in no other capacity. KMGG is not otherwise bound by the obligations in this Agreement, but shall have the right to enforce the provisions in Section 3.

KERR-McGEE GATHERING LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 2nd day of May, 2011
by Richard S. Gallegos, as Attorney-in -Fact for ENCANA OIL & GAS (USA) INC.
Ricardo D.

Witness my hand and official seal.

My Commission expires:
PAULA E. FIERSTEIN
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 04/26/2015

Paula E. Fierstein
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires:

Notary Public

ACKNOWLEDGMENTS

STATE OF COLORADO)
CITY AND) SS.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of ___, 2011 by Richard S. Gallegos, as Attorney-in -Fact for ENCANA OIL & GAS (USA) INC.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF Colorado)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 2011 by David Bell, as Agent + Attorney-in-Fact for ANADARKO E&P COMPANY LP.

Witness my hand and official seal.

My Commission expires:

Notary Public



My Commission Expires 9-27-2011

STATE OF Colorado)
COUNTY OF Denver Adams) ss.

The foregoing instrument was acknowledged before me this 20th day of May, 2011 by David Bell, as Agent + Attorney-in-Fact for ANADARKO LAND CORP.

Witness my hand and official seal.

My Commission expires:

Notary Public



My Commission Expires 9-27-2011

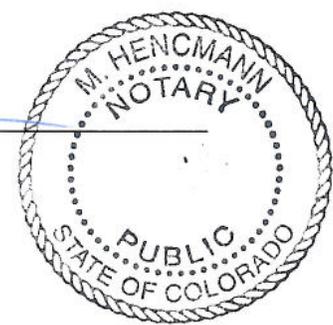
STATE OF Colorado)
)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me this 23rd day of May, 2011
by Ronald H. Olsen, as Agent + Attorney-in-Fact for
KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires:

M. Henemann
Notary Public



My Commission Expires 9-27-2011

STATE OF COLORADO)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
JOHNSON DEVELOPMENT COMPANY, INC.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF COLORADO)
)
COUNTY OF BOULDER) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____ as _____ for the TOWN
OF ERIE.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 24 day of May, 2011
by C. Howard Johnson, as President for
JOHNSON DEVELOPMENT COMPANY, INC.

Witness my hand and official seal.

My Commission expires:



M. Clementina Martins
Notary Public

My Commission Expires 4/30/2012

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____ as _____ for the TOWN
OF ERIE.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
KERR-McGEE GATHERING LLC.

Witness my hand and official seal.

My Commission expires:

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011
by _____, as _____ for
JOHNSON DEVELOPMENT COMPANY, INC.

Witness my hand and official seal.

My Commission expires:

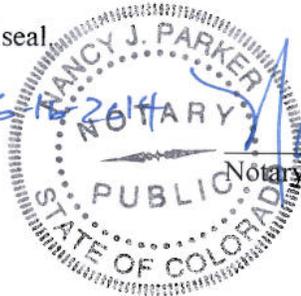
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 2nd day of June, 2011
by Joseph A. Wilson as Mayor for the TOWN
OF ERIE.

Witness my hand and official seal.

My Commission expires:



Notary Public